IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

In re:) Chapter 11
LINQTO TEXAS, LLC, et al.,1) Case No. 25-90186
Debtors.) (Jointly Administered)

ORDER (I) AUTHORIZING THE DEBTORS TO (A) REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (B) ABANDON CERTAIN PERSONAL PROPERTY EFFECTIVE AS OF THE REJECTION DATE, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of the debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) authorizing the Debtors to (a) reject certain of their prepetition unexpired leases of nonresidential real property, effective as of the Rejection, (b) abandon any equipment, fixtures, furniture, or other personal property remaining in the premises of the leases, and (ii) reject certain executory contracts, effective as of the Rejection Date, and (iii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Linqto, Inc. [0332]; Linqto Liquidshares, LLC [8976]; Linqto Liquidshares Manager, LLC [8214]; and Linqto Texas, LLC [5745]. The location of the Debtors' service address is: 101 Metro Drive, Suite 335, San Jose, CA 95110.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

- 1. The Motion is granted.
- 2. Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Leases set forth on **Schedule 1** and the Contracts set forth on **Schedule 2** attached hereto are hereby rejected effective as of the Rejection Date.
- 3. Pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, the Debtors are authorized, but not directed, to abandon the Personal Property that may be located on each of the Premises, and the applicable counterparty to each Lease is authorized to dispose of the Personal Property without notice or liability to any party. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.
- 4. The Debtors shall not be liable for any additional administrative expenses arising after the Rejection Date with respect to the Contracts and Leases.
- 5. Nothing herein shall impair, prejudice, waive or otherwise affect the rights of the Debtors to: (a) assert that the Contracts and Leases (i) were terminated prior to the Petition Date, or (ii) are not executory contracts or unexpired leases under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Contracts and Leases is limited to the

remedies available under any applicable termination provisions of the Contracts and Leases; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Contracts and Leases. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Contracts and Leases, whether or not such claims arise under the applicable Contract or Lease or are related to the rejection of, or independent of the Contracts and Leases, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise such rights, claims, defenses and causes of action.

- 6. Claims arising out of the rejection of the Contracts and Leases must be filed on or before the later of (a) the deadline for filing proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court, or (b) thirty (30) days after entry of this Order.
 - 7. The requirements of Bankruptcy Rule 6006 are satisfied.
- 8. Entry of this Order will not prevent the Debtors from seeking to assume or reject an executory contract and/or unexpired lease by separate motion or pursuant to a Chapter 11 plan.
- 9. Notwithstanding any stay that may be imposed by the Bankruptcy Rules or otherwise, the terms and conditions of this Order are immediately effective and enforceable upon its entry.
- 10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.
- 11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.
 - 12. This Court retains exclusive jurisdiction with respect to all matters arising from or

related to the im	plementation, interpret	tation, and enforcement of this Order.
Signed:	, 2025	
		ALFREDO R. PEREZ UNITED STATES BANKRUPTCY JUDGE

Case 25-90186 Document 81-1 Filed in TXSB on 07/14/25 Page 5 of 8

Schedule 1

Leases to Be Rejected¹

Premises	Debtor Counterparty	Landlord Counterparty	Landlord Counterparty Address	Contract Description	Rejection Date
101 Metro Drive, Suite 335, San Jose, California	Linqto, Inc.	Hudson Metro Plaza, LLC	Hudson Pacific Properties, Inc. 2055 Gateway Place Suite 200 San Jose, CA 95110	Executive Suites License Agreement, dated January 26, 2022	7/14/2025
Unit 012, located at 200 Country Club Gate Center, Suite 12, Pacific Grove, California within the shopping center commonly known as Country Club Gate Shopping Center	Linqto, Inc.	B10 Mountain B SF LP	P.O Box 845403 Dallas, TX 75284-5403	Shopping Center Lease, dated October 31, 2011	7/14/2025

The Leases referenced herein include all amendments, modifications and letter agreements related thereto.

Schedule 2

Contracts to Be Rejected¹

Contract Counterparty	Counterparty Address	Debtor Counterparty	Contract to be Rejected	Description	Rejection Date
Appsmith Inc.	2261 Market Street, 4147 Attn: Abhishek Nayek San Francisco, CA 94114	Linqto, Inc.	Appsmith Enterprise Edition Subscription Agreement, dated October 23, 2024	Unlimited usage, users, and production applications for app development platform	7/14/2025
CB Information Services, Inc.	498 7th Avenue, 12th Floor Attn: Officer, Managing Agent, or General Agent New York, NY 10018	Linqto, Inc.	Master Subscription Agreement and Order Form Agreement, dated July 27, 2023	Software license subscription agreement	7/14/2025
CB Information Services, Inc.	498 7th Avenue, 12th Floor Attn: Officer, Managing Agent, or General Agent New York, NY 10018	Linqto, Inc.	Master Subscription Agreement and API Trial Agreement, dated November 5, 2024	License for marketing API	7/14/2025
Datasite LLC	733 S. Marquette Avenue Suite 600 Attn: Pamela Bartz Minneapolis, MN 55402	Linqto, Inc.	General Terms and Conditions and Statement of Work, dated May 4, 2023	Secure data repository	7/14/2025
Freshworks Inc.	2950 S. Delaware Street, Suite 201 Attn: Officer, Managing Agent, or General Agent San Mateo, CA 94403	Linqto, Inc.	Service Order Form and Freshworks Terms of Service effective as of May 31, 2023	IT software subscription	7/14/2025

The Contracts referenced herein include all amendments, modifications and letter agreements related thereto.

Contract Counterparty	Counterparty Address	Debtor Counterparty	Contract to be Rejected	Description	Rejection Date
FullStory	1745 Peachtree Street, NW Suite N Attn: Officer, Managing Agent, or General Agent Atlanta, GA 30309	Linqto, Inc.	Master Services Agreement, all order forms thereunder, and the terms and conditions incorporated therein	Software subscription agreement	7/14/2025
Gong.io Inc	PO Box 190250 Attn: Officer, Managing Agent, or General Agent San Francisco, CA 94119	Linqto, Inc.	Order Summary Form, dated January 26, 2024	Software subscription services	7/14/2025
ICR LLC	761 Main Avenue Attn: Officer, Managing Agent, or General Agent Norwalk, CT 06851	Linqto, Inc.	Consulting Agreement, dated September 10, 2024	Investor relations consulting services	7/14/2025
Impact Tech, Inc.	223 E. De La Guerra Street Attn: Officer, Managing Agent, or General Agent Santa Barbara, CA 93101	Linqto, Inc.	Master Subscription & Services Agreement, all order forms thereunder, and the terms and conditions incorporated therein	Software subscription	7/14/2025
COPELAND MARKETS, LLC (DBA NASDAQ PRIVATE MARKET)	151 W. 42 nd Street Attn: Officer, Managing Agent, or General Agent New York, NY 10036	Linqto Liquid Shares LLC	NASDAQ Private Market Platform Access Agreement, dated November 8, 2021 and NPM Platform Terms of Service	Data access platform	7/14/2025
Okta, Inc.	PO Box 743620 Attn: Officer, Managing Agent, or General Agent Los Angeles, CA 90074-3620	Linqto, Inc.	Master Subscription Agreement and all order forms thereunder	IT services subscription	7/14/2025

Contract Counterparty	Counterparty Address	Debtor Counterparty	Contract to be Rejected	Description	Rejection Date
Qurrent Inc.	447 Sutter Street Suite 405 121 Attn: Officer, Managing Agent, or General Agent San Francisco, CA 94108	Linqto, Inc.	Framework License Agreement, dated April 26, 2024	License agreement	7/14/2025
Sutro Labs, Inc DBA Census	4600 Silver Hill Road Attn: Officer, Managing Agent, or General Agent Washington, DC 20233	Linqto, Inc.	Census Master Subscription Agreement and all order forms thereunder - Census Order Form	Software license subscription agreement	7/14/2025
Validity	100 Summer Street Suite 2900 Attn: Jim Tobolski Boston, MA 02110	Linqto, Inc.	Service Order Form and Validity Terms of Service	Email deliverability platform	7/14/2025